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**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF UTAH**

In Re: SHANDILYNE TIDWELL

Debtors,

Bankruptcy Case No. 11-33652
Chapter 7

Honorable R. Kimball Mosier

SHANDILYNE TIDWELL

Plaintiff

COMPLAINT TO DETERMINE
DISCHARGABILITY OF STEVENS
HENAGER COLLEGE

v.

STEVENS HENAGER COLLEGE

Defendants,

Adversarial Case:

**COMPLAINT TO DETERMINE THE DISCHARGABILITY OF CLAIM HELD BY
NATIONAL COLLEGIATE STUDEN LOAN TRUST**

COMES NOW the Debtor, Shandilyn Tidwell, by and through counsel, and moves the Court for an order Determining the Dischargeability of Stevens Henager College's Claim (hereinafter "Stevens Henager"):

STATEMENT OF FACTS

1. This adversary proceeding arises out of Debtor's Bankruptcy Chapter 7 bankruptcy case No. 11-33652.
2. This Court has jurisdiction over the adversary proceeding pursuant to 28 U.S.C. 157 and 28 U.S.C 1334. This is a core proceeding under 28 U.S.C. 157(b).
3. Debtor filed for Chapter 7 bankruptcy relief on September 19, 2011.
4. Debtor received a discharge on December 28, 2011.
5. Debtor listed on schedule F of her bankruptcy schedules a Stevens Henager College claim of \$58,350.27.
6. Debtor also listed on schedule F of her bankruptcy schedules the last known collection company for Stevens Henager, United Recovery Group, Inc.,
7. From 2006 to 2010, Debtor attended classes at Stevens Henager College. During this time, Debtor signed a promissory note and received an estimated total disbursement of government Stafford Loans in the amount of \$17,000, and Perkins Loans of \$6,000, comprising \$23,000 plus interest of the total \$58,350.27 claim (hereinafter "government portion").
8. Debtor did not sign a promissory note or receive disbursements for any additional amounts charged directly by Stevens Henager and comprising approximately \$33,000 of the schedule F claims (hereinafter "Stevens Henager portion").
9. On March 23, 2010, Stevens Henager charged Debtor \$17,214.00 for 'Tuition Repeat Credit'.

ARGUMENT

- I. The Stevens Henagar Portion of the Claim does not meet the qualifications for a loan excepted from discharge under § 523(a)(8).**

Pursuant to 11 U.S.C. 523(a)(8), an educational loan may not be automatically discharged:

(8) unless excepting such debt from discharge under this paragraph would impose an undue hardship on the debtor and the debtor's dependents, for—

(A) (i) an educational benefit overpayment or loan made, insured, or guaranteed by a governmental unit, or made under any program funded in whole or in part by a governmental unit or nonprofit institution; or

(ii) an obligation to repay funds received as an educational benefit, scholarship, or stipend;

Or (B) any other educational loan that is a qualified education loan, as defined in section 221(d)(1) of the Internal Revenue Code of 1986, incurred by a debtor who is an individual.

Debtor does not seek discharge of the Government Portion of the Claim, as Debtor concedes she signed a promissory note and received funds and used to pay for educational expenses at Stevens Henagar. Rather, Debtor seeks to determine the Stevens Henager portion of the claim dischargeable in that (1) Stevens Henagar portion of the claim is not an educational benefit overpayment or loan made, insured, or guaranteed by a governmental unit, (2) the Debtor never received funds from Stevens Henagar as an educational benefit, and (3) the Stevens Henager is not an educational loan that is a qualified education loan.

WHEREFORE, Debtor prays for an Order from the Court: Determining that the non-governmental portion of the claim from Stevens Henagar is dischargeable based on the above-mentioned reasons.

August 3, 2016

Respectfully Submitted,

\s\ Jesse P. Murff

Jesse P. Murff

Morrison & Muff PLLP

Attorney for Debtor

Exhibit A

February 4, 2016



Shandi Tidwell
3057 N 100 W
North Ogden, UT 84414



Re: Settlement Offer Loan #1406059830

Dear Shandi Tidwell:



This letter is an offer to settle your loan balance at Stevens-Henager College Ogden Campus. Your current balance is \$32,414.96. We will accept \$12,646.88 as settlement in full.

You must call by February 29, 2016 and set up payment arrangements to take advantage of this opportunity. You can reach us at 1-877-535-0013 extension 3401.



Upon receipt and clearance of these funds, your account will be marked as settled. You will be relieved of any further responsibility pertaining to this loan. We hope to hear from you soon.

Sincerely,

Bricannie Iverson

Bricannie Iverson
Director of Collections and Credit